

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 5, 2017
REGULAR SESSION NO. 16
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation/Pledge of Allegiance
Roll Call

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular November 21, 2017 Board of Aldermen meeting minutes.

R-3043-17: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF PAT JACKSON TO THE JACKSON COUNTY BOARD OF EQUALIZATION TO REPRESENT THE CITY ON ISSUES RELATING TO THE CITY OF RAYTOWN. Point of Contact: Teresa Henry, City Clerk.

REGULAR AGENDA

OLD BUSINESS

2. Veto of Bill 6450-17 - Amending Chapter 26, Law Enforcement; Article II, Police Department, Section 26-21, Relating to the Administrative Officer of Police Department.

At its meeting of November 21, 2017, the Board of Aldermen approved Bill 6450-17. On November 29, 2017 the Mayor advised the City Clerk that he had vetoed this Bill as stated in attached Memorandum. In accordance with the RSMo 79.140, the Bill is now brought forward to the Board of Aldermen for further consideration. In order for the Mayor's veto to be overridden, the Bill must receive seven (7) affirmative votes.

79.140. Bills must be signed — mayor's veto. — Every bill duly passed by the board of aldermen and presented to the mayor and by him approved shall become an ordinance, and every bill presented as aforesaid, but returned with the mayor's objections thereto, shall stand reconsidered. The board of aldermen shall cause the objections of the mayor to be entered at large upon the journal, and proceed at its convenience to consider the question pending, which shall be in this form: Shall the bill pass, the objections of the mayor thereto notwithstanding? The vote on this question shall be taken by ayes and nays and the names entered upon the journal, and if two-thirds of all the members-elect shall vote in the affirmative, the city clerk shall certify the fact on the roll, and the bill thus certified shall be deposited with the proper officer, and shall become an ordinance in the same manner and with like effect as if it had received the approval of the mayor. The mayor shall have power to sign or veto any ordinance passed by the board of aldermen; provided, that should he neglect or refuse to sign any ordinance and return the same with his objections, in writing, at the next regular meeting of the board of aldermen, the same shall become a law without his signature.

3. **R-3042-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO A CHAPTER 4, EMPLOYMENT AND BENEFITS, SEPARATION FROM MUNICIPAL SERVICE; SECTION 4-24 REDUCTION IN FORCE; LAYOFF. Point of Contact: Tom Cole, City Administrator.

★ Tabled to a date certain of December 5, 2017 at the November 21, 2017 Board of Aldermen meeting.

NEW BUSINESS

4. **FIRST READING: Bill No. 6455-17, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2018 CALENDAR YEAR. Point of Contact: Teresa Henry, City Clerk.
5. **R-3044-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.
6. **R-3045-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS OFF THE STATE OF MISSOURI LAW ENFORCEMENT AGENCY COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$19,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.
7. **R-3046-17: A RESOLUTION** AUTHORIZING AND APPROVING A MAINTENANCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$30,984.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.
8. **R-3047-17: A RESOLUTION** AUTHORIZING AND APPROVING AN ANNUAL MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND HARRIS COMPUTER-GLOBAL SOFTWARE IN AN AMOUNT NOT TO EXCEED \$47,384.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

DISCUSSION ITEM(S)

9. Revenue Enhancement Committee Update – Tom Cole, City Administrator

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

- 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;
- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 21, 2017
REGULAR SESSION NO. 15
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the November 21, 2017 Board of Aldermen meeting to order at 7:00 p.m. Pat Jackson of Blue Ridge Presbyterian Church provided the invocation and led the pledge of allegiance.

Roll

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Bonnaye Mims, Alderman Frank Hunt, Alderman Mark Moore, Alderman Jason Greene, Alderman Bill Van Buskirk, Alderman Karen Black, Alderman Jim Aziere, Alderman Ryan Myers, Alderman Steve Meyers

Proclamations/Presentations

Representative Jerome Barnes presented a resolution to Alderman Aziere recognizing his induction into the Missouri Sports Hall of Fame.

Public Comments

Phylis Goforth and Pam Clark, 11700 E 86 St, spoke regarding holiday community events.

Tony Jacob, 10201 E 64 St, spoke regarding items on the meeting's agenda.

Communication from the Mayor

The Mayor, along with Alderman Van Buskirk and Alderman Hunt, attended the Veterans Day event at Raytown High School and the event's sponsors included the Daughters of the American Revolution and the Council on Aging.

Communication from the City Administrator

2017 TIF reports were completed and submitted prior to their deadline. Tonight's social media policy item is being brought before the board at the Aldermen's request. The 59th Street sidewalk project is progressing. Public Works is receiving estimates to repair the deteriorated portion of 59th Street between Laurel and Elm. Staff continues to meet with a number of developers interested in Raytown. The annual performance review process for direct report department heads is being initiated.

Committee Reports

Alderman Greene reported that he, the Mayor and Alderman Myers are members of the Ad Hoc Tax Revenue Committee and he, the Mayor and Alderman Black serve on the Ad Hoc Community Events Committee. The first meetings of both of these committees were productive.

LEGISLATIVE SESSION

1. **CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular November 7, 2017 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Mims, Myers, Moore, Aziere, Hunt, Van Buskirk, Black, Meyers, Greene

Nays: None

REGULAR AGENDA

OLD BUSINESS

2. **SECOND READING: Bill No. 6450-17, Section IV-C-7. AN ORDINANCE AMENDING CHAPTER 26, LAW ENFORCEMENT; ARTICLE II, POLICE DEPARTMENT, SECTION 26-21, RELATING TO THE ADMINISTRATIVE OFFICER OF POLICE DEPARTMENT.** Point of Contact: Alderman Mark Moore, Alderman Bonnaye Mims and Alderman Bill Van Buskirk.

The ordinance was read by title only by Teresa Henry, City Clerk.

Discussion clarified that the ordinance will allow for the enforcement of the Personnel Manual in all City Departments and this will assist the City Administrator in completing the duties of his office.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt.

Further discussion focused on section 26-21(a) which states, "...subject to review by the City Administrator and approval by the Board of Aldermen."

Alderman Greene made a motion to remove the word "approval" from 26-21(a). The motion died for lack of a second.

Discussion continued regarding the use of the word "approval" and its impact on the administration of the City.

Alderman Myers, seconded by Alderman Mims made a motion to call the question. The motion was approved by a vote of 9-0.

Ayes: Aldermen Myers, Mims, Moore, Aziere, Hunt, Van Buskirk, Black, Meyers, Greene

Nays: None

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Aziere, Myers, Moore, Black, Meyers, Hunt, Van Buskirk

Nays: None

Abstain: Alderman Greene

3. **FIRST READING: Bill No. 6454-17, Section XXI-E-8. AN ORDINANCE** AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154, OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Briana Burrichter, Finance Director.

The ordinance was read by title only by Teresa Henry, City Clerk.

Briana Burrichter, Finance Director remained available for any discussion.

Discussion clarified that revenue from this tax will go towards covering the City's costs from both the Little Blue Valley and Kansas City sewer districts.

The ordinance will come before the Board again as a Public Hearing on January 2, 2018.

4. **R-3041-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO A SOCIAL MEDIA POLICY. Point of Contact: Tom Cole, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tom Cole, City Administrator, remained available for any discussion.

Alderman Greene, seconded by Alderman Moore, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Greene, Moore, Black, Hunt, Aziere, Myers, Meyers, Van Buskirk, Mims
Nays: None

5. **R-3042-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO A CHAPTER 4, EMPLOYMENT AND BENEFITS, SEPARATION FROM MUNICIPAL SERVICE; SECTION 4-24 REDUCTION IN FORCE; LAYOFF. Point of Contact: Tom Cole, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tom Cole, City Administrator, remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt.

Discussion explained that this amendment to the Personnel Manual has been reviewed by legal counsel.

Further discussion and research was requested by the Board before voting on the resolution's adoption.

Alderman Van Buskirk and Alderman Mims withdrew the motion to adopt.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to table to a date certain of December 5, 2017. The motion was approved by a vote of 9-0.

Ayes: Aldermen Van Buskirk, Mims, Moore, Meyers, Myers, Aziere, Black, Greene, Hunt
Nays: None

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;

Alderman Myers, seconded by Alderman Mims, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 9-0.

Ayes: Aldermen Myers, Mims, Aziere, Greene, Meyers, Black, Hunt, Van Buskirk, Moore

Nays: None

ADJOURNMENT

The meeting adjourned at 9:59 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: November 29, 2017
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No.: R-3043-17

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Reappointment of Pat Jackson to the Board of Equalization.

Analysis: The Jackson County Board of Equalization utilizes a representative designated by the City of Raytown when hearing any appeals of tax assessment that apply to property located within the City. In order to qualify for appointment to the Board of Equalization, the individual is required to have some level of experience in the real estate industry. The term of appointment is for one year.

Pat Jackson is a real estate agent and has agreed to be reappointed as the City's representative on the Board of Equalization.

Alternatives: Appoint someone else.

Fiscal Impact: None.

Budgetary Impact: None.

A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF PAT JACKSON TO THE JACKSON COUNTY BOARD OF EQUALIZATION TO REPRESENT THE CITY ON ISSUES RELATING TO THE CITY OF RAYTOWN

WHEREAS, Section 138.015 RSMo entitles the City of Raytown to have a member on the Jackson County Board of Equalization when such Board is considering equalizing the assessment of property within the City of Raytown; and

WHEREAS, the Mayor recommends the reappointment of Pat Jackson to such position to represent the interests of the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the reappointment of Pat Jackson to the Jackson County Board of Equalization;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT Pat Jackson is hereby reappointed by the Mayor and approved by the Board of Aldermen to serve on the Jackson County Board of Equalization for a term ending December 31, 2018, or until a successor is duly appointed;

FURTHER THAT all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of December, 2017.

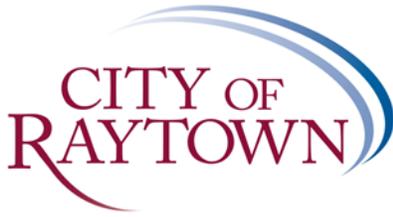
ATTEST:

Michael McDonough, Mayor

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney



City of Raytown

Boards and Commissions Application

Thank you for your interest in serving on one of the City of Raytown Boards and Commissions. Volunteers like you are essential to ensuring that your city government is responsive to the needs of the community.

Please help us place you in the most appropriate Board/Commission by completing this questionnaire.

Date: November 29, 2017

Name: Jackson Pat A.
Last First Middle

Address: 11800 E. 78th Place Raytown 64138
Street City Zip Code

Contact Information:
Phone: Day Evening Cell Fax E-Mail Address
816-379-2805 pjackson156@yahoo.com

I want to serve on the Board of Equalization Board/Commission

Because:
I enjoy and value the opportunity to contribute to the community and serve the residents of the community. It is a challenging and rewarding opportunity in which I am able to learn and grow personally and professionally.

My strength(s) on this Board/Commission will be:
My experience as a realtor with Reece & Nichols is a great asset. I am knowledgeable and familiar with properties in Raytown. I am able to research and provide Comparison Market Analysis for properties owners who have filed an Assessment Appeal.

Education:	Bishop Lillis	Kansas City, Missouri	Graduated May, 1974
	High School	City/State	Date
	Penn Valley/Longview/Park College		1982
	Trade/College/University	Degree	Date

Post Graduate:			
	College/University	Degree	Date

Employment (Maximum 10 years):

Current:	Reece & Nichols	Independence, MO	Realtor
	Employer	Address	Position

Past:	NFI Management	Independence, MO	Leasing Manager
	Employer	Address	Position
			Dates

Past:	Sprint	Overland Park, KS	Executive Admin. Assistant
	Employer	Address	Position
			Dates

Community Involvement:

	Organization	Leadership Position(s)	Membership Date(s)
1.	Raytown Park Board	Current Member	
2.	Implementation Team-RRFT -	Chairperson	
3.	Crossroads Raytown Area Chamber of Commerce-Previous Member		
4.	Community Development Committee – Chairperson		

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain.
NO

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often do you anticipate this would occur?
NO

Mail to: Mayor’s Office, 10000 East 59th Street, Raytown, MO 64133; or FAX: 816-737-6097.



OFFICE OF MAYOR MICHAEL McDONOUGH
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133-3993
PHONE: 816-737-6003 FAX: 816-737-6097

To: Raytown Missouri Board of Aldermen
From: Mayor Mike McDonough
Date: November 28th, 2017
Ref: Notice of Mayor's Veto on Bill No.6450-17

By authority invested in the Mayor under Section 79.130 and Section 79.140, Revised Statutes of Missouri, 1969, I hereby veto Bill No. 6450-17, Section 26-21 section (a) amending the wording to the section to include "subject to the review by the City Administrator and approval by the Board of Aldermen".

My objections to the aforesaid Bill No. 6450-17, 26-21 section (a) are as follows:

- 1). The wording is not necessary for the City Administrator to perform his duties and is too vague in the intentions of it's meanings.
- 2). The Mayor and Board of Aldermen duties are already laid out in RSMo 79.110 of Missouri State Statutes.
- 3). The wording "and approval by the Board of Aldermen" is contrary to legal opinion and could be misunderstood in the future and misused.
- 4). Communications that I have received from our constituents are that the Board of Aldermen are not listening, and a number of the constituency are not in agreement with Bill No. 6450-17. I have not personally received any communications from any constituent indicating that they agree with the passing of Bill No. 6450-17


Michael T. McDonough
Mayor City of Raytown, Mo

CC:
City Clerk
City Attorney
City Administrator

AN ORDINANCE AMENDING CHAPTER 26, LAW ENFORCEMENT; ARTICLE II, POLICE DEPARTMENT, SECTION 26-21, RELATING TO THE ADMINISTRATIVE OFFICER OF POLICE DEPARTMENT

WHEREAS, the Board of Aldermen have determined as provided herein that it would be in the best interest of the health, safety and welfare of the citizens of Raytown to amend the Code of Ordinances for the City of Raytown.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – AMENDMENT OF CHAPTER 26 ARTICLE II, SECTION 26-21 OF THE CITY CODE. Section 26-21 of the City Code is hereby amended to read as follows:

ARTICLE II. POLICE DEPARTMENT

Section 26-21. Administrative officer of police department.

- (a) *Designation.* Recognizing the need for adequate supervision of the Police Department, the Chief of Police shall act as administrative officer of said Police Department **subject to review by the City Administrator and approval by the Board of Aldermen.**
- (b) *Duties, authority.*
- (1) *Management and Control.* The general management and control of the Police Department is vested in the Chief of Police, who shall be responsible for the government, efficiency, discipline and general good conduct of said department. He shall be responsible for the training, assignment and reassignment of all police personnel.
- (2) *Duty to preserve peace.* It shall be the duty of the Chief of Police to cause the public peace to be preserved and enforce all laws and ordinances of the City of which the Police Department must take cognizance; and whenever any violation thereof shall come to his knowledge, he shall cause the requisite complaint to be made and procure the evidence for successful prosecution of the offender or offenders.
- (3) *Members, suspension and removal.* The Chief of Police shall have the authority to take all appropriate disciplinary action with regard to the employees of the department, subject to the rights granted employees **in the City of Raytown Personnel Manual.**
- (4) *Appointments and promotions.* The Chief of Police shall make all appointments in the department in accordance with the rules and regulations governing departmental employees **and as provided in the City of Raytown Personnel Manual.**
- (5) *Departmental property.* The Chief of Police shall have the custody, control and responsibility for machines, tools, implements, vehicles, apparatus or equipment of every kind necessary for use in the department and all public property pertaining to and connected therewith and belonging thereto **as provided in the City of Raytown Personnel Manual.**
- (6) *Absence or disability.* In the case of absence of the Chief of Police from the City or in case of his inability to act, then such person as shall be named acting Chief of Police shall perform all the duties of the Chief of Police. An acting Chief of Police shall be particularly careful to carry out all the orders and directives of the Chief of Police, previously given. Such orders shall not, except in cases of extreme emergency, be countermanded or set aside and, when such action is taken, he shall report in writing to the Chief of Police his reasons in each instance.

- (7) *Discharge of probationers.* Probationary employees in the Police Department may be discharged by the Chief of Police at any time during their probationary period when they fail to meet departmental requirements, as provided in the City of Raytown Personnel Manual.
- (8) *Annual report.* The Chief of Police shall file an annual report of all activities of the police department with the Mayor and Board of Aldermen on or before such annual date as may be designated by the Board of Aldermen.
- (9) *Chain of command.* The chain of command from the Mayor and Board of Aldermen to the City Administrator to Chief of Police and down the line of authority shall be preserved in order to maintain principles of good administration. Ranks shall not be bypassed.
- (10) *Civilian auxiliary.* The Chief of Police is authorized to establish a civilian auxiliary within the Police Department, composed of civilian volunteers, to provide clerical and administrative assistance to said department, all in accordance with the attached proposal which is by this reference made a part hereof.

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 21st day of November, 2017.

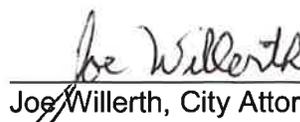
Michael McDonough, Mayor

ATTEST:

Approved as to Form



Teresa Henry, City Clerk



Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: November 29, 2017
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6455-17
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Approve a Poll Contract with the Jackson County Board of Election Commissioners.

Recommendation: Recommended for approval.

Analysis: This is a request for a cooperative agreement with Jackson County to provide a polling location for two precincts that serve the City. Under state law, public entities are required to provide polling locations to election authorities free of charge and City Hall has been used as a polling location for many years. The attached contract specifies the rights and responsibilities of the parties with respect to such use.

To continue the service, the City needs to approve a new contract with Jackson County.

Alternatives: Deny the request.

Fiscal Impact: None

Budgetary Impact

Not Applicable

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2018 CALENDAR YEAR

WHEREAS, the Jackson County Election Board has requested to use the Raytown City Hall at 10000 East 59th Street as a polling place for the calendar year 2018; and

WHEREAS, pursuant to state statute, public facilities are required to be provided as polling places, free of charge.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF CONTRACT. That the poll contract(s) submitted by the Jackson County Board of Election Commissioners in connection with conducting elections in Jackson County and the use of the Raytown City Hall as a polling place for the calendar year 2018, the same being attached hereto and by this reference made a part hereof, is (are) hereby accepted and approved.

SECTION 2 – AUTHORITY TO EXECUTE DOCUMENTS. That the Mayor is hereby authorized to execute said contractual agreement(s) on behalf of the City and City Clerk is hereby authorized to attest the same.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

POLL CONTRACT

Between the Jackson County Board of Election Commissioners and:

No.1

RAYTOWN CITY HALL
CITY OF RAYTOWN
10000 E 59TH ST
RAYTOWN, MO 64133

for the February 6, April 3, August 7, November 6, February 5 2019

Elections 2018

The rental fee is: \$80.00 per election.

SECTION 1 - The Jackson County Board of Election Commissioners requires a clean area with adequate heat and/or cooling, electrical outlets, lighting and restroom facilities unless other arrangements are noted in Section 1A.

SECTION 1A - _____

SECTION 2 - The use of a poll location telephone is required under this contract unless other arrangements are noted in Section 2A.

SECTION 2A - _____

SECTION 3 - Adequate chairs ten (10) and four (4) tables (six or eight feet) are required unless other arrangements are noted in Section 3A.

SECTION 3A - PLEASE HAVE TABLES SET UP

SECTION 4 - It is necessary that someone be present on a predesignated day preceding the election so that voting equipment and supplies can be delivered and someone must be present on a predesignated day following the election so that voting equipment and supplies can be picked up unless other arrangements are noted in Section 4A.

SECTION 4A - _____

SECTION 5 - Election judges must be able to gain entry to the poll at 5:00 a.m. on election day and will remain there until all closing procedures are completed after 7:00 p.m. There shall be no exceptions on Section 5.

SECTION 6 - Other conditions may be required at times due to changes in state statutes or Election Commission rules. These changes will be noted in Section 6A.

SECTION 6A - _____

SECTION 7 - The Jackson County Board of Election Commissioners agrees that it will provide no obstructions to the conduct of normal and necessary business in this poll location and will make no obstructions to any common use areas, such as lobbies, halls, stairways and parking lots, other than those restrictions which are necessary to guarantee the conduct of the election under and as provided by the statutes and the laws of the State of Missouri, and any changes in this paragraph will be noted in Section 7A.

SECTION 7A - _____

SECTION 8 - The Jackson County Board of Election Commissioners will provide liability coverage for the premises to be occupied by them for use as a poll. This coverage is limited to operations performed by, or on behalf of, the Election Board. Coverage is provided only for the facilities owned or used by the Election Board in the conduct of the election.

As authorized agent for the above listed poll location, I hereby agree to all applicable terms above.

Authorized Signature - Poll Location

Date

Telephone

Acceptance by the Jackson County Board of Election Commissioners, I hereby agree
to all applicable terms above.



11/13/2017

Authorized Signature - Jackson Co. Board of Election Commissioners

Date

This contract is to be signed and returned to the Election Commission in the enclosed stamped envelope.

If this poll is not available for the named election(s), please notify the Election Board office as quickly as possible at (816) 325-4600.

CITY OF RAYTOWN
Request for Board Action

Date: November 30, 2017
To: Mayor and Board of Aldermen
From: Tom Cole, City Administrator

Resolution No.: R-3042-17

City Administrator Approval: _____



Action Requested: Authorize and approve an amendment to the Employee Personnel Manual relating to a **Chapter 4, Employment and Benefits, Separation from Municipal Services; Section 4-24. Reduction in Force; Layoff.**

Analysis: Due to recent issues related to practical application of a City policy, I am recommending the following change to **Chapter 4, Employment and Benefits, Separation from Municipal Services; Section 4-24. Reduction in Force; Layoff** of the Raytown Personnel Manual.

This revision has been reviewed and approved by Matthew Gist of Ensz & Jester. We discussed additional language regarding severance and reduction in force/layoff packages, but Mr. Gist said the language was unnecessary and not advisable.

At the November 21, 2017 Board of Aldermen meeting this item was tabled and staff was asked to get something in writing as to why Matt Gist with Ensz & Jester was suggesting the language being amended in Section 4-24. **An email correspondence between Mr. Gist and Debbie Duncan, Human Resource Manager is attached and states including a defined package in our handbook eliminates our flexibility with riskier Reduction in Force and it is unnecessary.**

A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO A CHAPTER 4, EMPLOYMENT AND BENEFITS, SEPARATION FROM MUNICIPAL SERVICE; SECTION 4-24 REDUCTION IN FORCE; LAYOFF

WHEREAS, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

WHEREAS, the City Administrator is recommending the approval of an amendment to the Employee Personnel Manual with an amendment to Chapter 4, Employment and Benefits, Separation from Municipal Service; Section 4-24, Reduction in Force; Layoff; and

WHEREAS, the Board of Aldermen desire to authorize and approve the amendment of Chapter 4, Employment and Benefits, Separation from Municipal Service; Section 4-24; Reduction in Force; Layoff; to the Personnel Manual attached in Exhibit "A" to be used by the City of Raytown in its day-to-day operations as attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Board of Aldermen desire to authorize and approve the amendment of Chapter 4, Employment and Benefits, Separation from Municipal Service; Section 4-24; Reduction in Force; Layoff; to the Personnel Manual attached in Exhibit "A" to be used by the City of Raytown in its day-to-day operations as attached hereto; and

FURTHER THAT the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approve as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

From: [Debbie Duncan](#)
To: [Teresa Henry](#)
Subject: FW: Severance
Date: Thursday, November 30, 2017 8:39:36 AM

Teresa...Matt's response re reasons not to include specific severance package details in the personnel handbook.

From: [Matthew Gist](mailto:mgist@enszjester.com) [mailto:mgist@enszjester.com]
Sent: Wednesday, November 29, 2017 7:10 PM
To: Debbie Duncan
Subject: Re: Severance

Yes, you explain it very well.

Sent from my Verizon LG Smartphone

----- Original message-----

From: [Debbie Duncan](#)
Date: Wed, Nov 29, 2017 11:10 AM
To: [Matthew Gist](#);
Cc:
Subject: Severance

Hi Matt—

The BOA requested your written reasons for not including a defined package in our handbook. From our discussion, it eliminates our flexibility with riskier RIFs and it's unnecessary.

Are there any other reasons to include in the information we provide to them?

Thanks!

Debbie

Debbie Duncan
HUMAN RESOURCE MANAGER
City of Raytown, MO
10000 E 59th Street
Raytown, MO 64133
816.737.6006 Direct
debbied@raytown.mo.us

EXHIBIT A

4-24. Reduction in Force; Layoff.

An employee may be separated from municipal service without prejudice because of lack of funds or curtailment of work. Ordinarily, the City gives attempts to give notice of at least ten (10) working days to such employees prior to separation, unless circumstances require less time or no notice.

**CITY OF RAYTOWN
Request for Board Action**

Date: November 29, 2017
To: Mayor and Board of Aldermen
From: Captain Michelle Rogers

Resolution No.: R-3044-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: A resolution approving expenditures not to exceed \$15,000.00 with Johnson County, Missouri Sheriff's Department.

Recommendation: Approve the resolution.

Analysis: On July 1, 2017 the City entered into a contract with Johnson County Missouri Sheriff's Department to provide housing for our inmates. The contract will terminate on June 30, 2019. The Police Department is requesting approval to provide payment of invoices to the Johnson County Missouri Sheriff's Department for fiscal year 2017-2018.

Alternatives: Default on the current contract and seek immediate bids for an alternate vendor.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount: \$15,000.00
Account Number (s): 101-32-00-100-52250
Fund: Professional Services
Department: Police

During Fiscal Year 2016-2017, \$48,500.00 was spent on this item.

Additional Reports Attached: Copy of current contract and copy of Resolution No: R-2979-17

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, in order to provide for such inmate housing, the Raytown Police Department desires to enter into an agreement with Johnson County, Missouri, Sheriff's Office for fiscal year 2017-2018; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2017-2018 in an amount not to exceed \$15,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the continuation of an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2017-2018 in an amount not to exceed \$15,000.00 in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Raytown, Missouri (hereinafter called "City") and Johnson County Sheriff's Office (hereinafter called "Contractor").

WHEREAS, the City requires services for the housing of prisoners on a short and long term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1

Contractor agrees to furnish secure facilities and personnel twenty four hours a day, seven days a week for confinement of both male and female City prisoners being held from one day up to the one hundred eighty day maximum sentences that can be imposed by a municipal judge.

A. All facilities shall meet the following requirements:

1. Facility must be secured for the prevention of escape and confinement of prisoners at all times.
2. The facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
3. The facility shall meet the requirements of the ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

B. All facilities must be operated in accordance with the following requirements:

1. All operations shall comply with ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by City.
2. Contractor shall not allow employees with prior felony convictions or non-traffic related misdemeanor convictions to have direct contact with or supervision of City prisoners.
3. Programs, activities and services shall be provided equally to male and female prisoners.
4. Contractor shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical and dental treatment), as required. The cost associated with the transporting of prisoners will be as a cost of (20.00) per trip, however, when multiple prisoners from the contracted agency are transported, only one charge will be assessed for that trip.

The Contractor will provide two pick-up or deliveries per day and those will be at 0800 hrs and 2000 hrs. unless an agreement is made between the City and the Contractor. If additional pickup and deliveries are requested by the City, it is understood the \$20.00 trip charge will apply.

The Contractor has the rights to cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make said delivery or pickup dangerous to the public, prisoner or the Contractor's employee.

Paperwork associated with the pickup and delivery of the Cities prisoners MUST be received by the Contractor by 0500 hours for the morning transport and 1800 hrs for the evening transport. This is necessary to maintain consistency within the process.

Prisoners shall be picked up daily from the City's facility for transfer to Contractor's facility. When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone). The transport vehicle must be equipped with working heat and air conditioning in the prisoner compartment. The Contractor may charge the City a total of twenty dollars (\$20.00) per round trip from the Contractor's facility to pickup or to deliver the prisoner back to the City's Facility or their respective Courts. This twenty dollar fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle.

5. Only essential personal or medical property taken from a prisoner by the Raytown Police Department Detention Unit will be released to the Contractor personnel in a property bag after the contents are verified. The property will be in a bag that will then be sealed and a copy of the Raytown Detention Unit property slip attached. All other property belonging to the prisoner will be stored by the Cities Detention Unit to be released to an agreed upon person or stored until the prisoner is returned to their facility for final disposition.
6. All prisoners shall be provided an onsite health care professional for non emergency health care needs at no cost to the City. Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, contractor will contact the City's Detention Unit and notify the on-duty staff of the nature of the illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. Prisoners are personally responsible for any routine medicine, medical or dental expenses. Medications shall not be purchased for more than seven (7) days at a time.
7. All prisoners are to be released through the City's Police Department Detention Unit. When a prisoner has reached the day prior to his/her scheduled release date, Contractor will transport him/her to the City's Detention Unit. Prisoners who have had their fine or bond posted will also be transported back to the Cities Detention Unit for

release.

Whenever a prisoner has reached his or hers release date, they will, **without exception** be returned to the Cities Detention Unit.

This procedure will be followed regardless of any warrant that is outstanding from another agency. The prisoner will be taken back to the Cities Detention Unit and will be released to them. It will be the Cities responsibility to contact the Agency which has the outstanding warrant for the subject.

Contractor shall provide the following reports, in writing:

- 1 Incidents involving any City prisoner, whether as victim or suspect, shall be immediately reported to the City with a copy to the Detention Administrator. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal property, escape, or attempted escape or conduct that results in loss of prisoner privileges.
1. A detailed report for housing, medical services, dental and medicine will be submitted to the Chief of Police or his designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

- C. The City reserves the right to make unscheduled visits at the Contractor's facility and full access will be required at that time or the Agreement may be canceled.

SECTION 2

The Contractor agrees to guarantee the City a total of Ten (10) beds per day for their prisoners. This does not prohibit the Contractor from exceeding that amount provided there are vacant beds available at the time additional housing is requested by the City. If at any time the Contractor is housing prisoners for the City in excess of the guaranteed 10 prisoners, and it becomes necessary, due to other contractual commitments to other agencies or in an emergency situation, the City will be required to make arrangements to house their prisoners, over the guaranteed limit, at another facility or returned them back to the City for disposition.

City agrees to pay Contractor for the housing of both male and female prisoners for the agreed sum of \$40.00 per day. The fee of \$40.00 only pertains to the housing of the prisoners and does not include the transportation fees associated with the transporting of said prisoners to the required locations such as to and from the City, Contractors facility and Court.

SECTION 3

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order.

SECTION 4

Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

The Contractor agrees to indemnify and hold harmless the City, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees.

SECTION 5

During the performance of the Services under this AGREEMENT, CONTRACTOR shall maintain the following insurance:

- A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- B. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- C. General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- D. Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

Contractor shall furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City. All subcontractors shall be required to include City and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Contractor to the same extent.

SECTION 6

City may terminate or suspend performance of this Agreement for City's convenience upon sixty (60) days' written notice to Contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

SECTION 7

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 8

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 9

City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 10

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 11

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

SECTION 12

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

SECTION 13

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 14

If specified in the original bid document, the City may exercise its option to renew the contract/agreement. The City will provide the contractor with a written renewal notice sixty (60) days prior to the expiration date of the contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

SECTION 15

During the performance of this agreement/contract or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not to be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

SECTION 16

This Agreement shall be governed by the laws of the state of Missouri, and shall be in effect beginning July 1, 2017 and will terminate on June 30, 2019 unless an extension is agreed upon by both the City and the Contractor.

SECTION 17

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Johnson County Sheriffs Office 278 SW 871 Centerview, MO 64019

FIRM NAME AND ADDRESS

CITY:

CONTACT PERSON AND ADDRESS

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

SECTION 18

City and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 19

This Agreement represents the entire agreement between the City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded.

SECTION 20

The following Sections shall survive the expiration or termination of this Agreement for any reason: 2, 4, 7, 8, 10, 11, 12, 13, 19 and 20.

IN WITNESS WHEREOF, CITY and CONTRACTOR, by and through their authorized officers, have made and executed this Agreement

SIGNATURE OF AGREEMENT

CITY: Ravtown, Missouri

SIGNATURE: Chief Jim Lynch

SIGNATURE (PRINTED) Chief Jim Lynch

TITLE: CHIEF

DATE: 06/09/2017

CONTRACTOR: Johnson County Sheriff office

SIGNATURE: Scott Munsterman

SIGNATURE (PRINTED) Sheriff Scott Munsterman

TITLE: Sheriff

DATE: 5/10/2017

RESOLUTION NO.: R-2979-17

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI FOR FISCAL YEAR 2016-2017 IN AN AMOUNT NOT TO EXCEED \$71,500.00

WHEREAS, in order to provide for such inmate housing, the Raytown Police Department desires to enter into an agreement with Johnson County, Missouri, Sheriff's Office for fiscal year 2016-2017; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2016-2017 in an amount not to exceed \$71,500.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the continuation of an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2016-2017 in an amount not to exceed \$71,500.00 in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or Chief of Police is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 6th day of June, 2017.

ATTEST:



Teresa M. Henry, City Clerk



Michael McDonough, Mayor

Approved as to Form:



George E. Kapke, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: November 29, 2017
To: Mayor and Board of Aldermen
From: Chief of Police James Lynch

Resolution No.: R-3045-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Authorize spending in excess of \$15,000.00 with one vendor (Gulf States Distributors) but not to exceed fiscal year 2017-2018 budgeted amounts.

Recommendation: Approve the Resolution.

Analysis: This resolution will allow us to take advantage of cooperative bid #CC171389003 for the state of Missouri law enforcement agencies.

The Police Department orders a variety of ammunition types from Gulf States Distributors. The ammunition for training and duty use, for all weapons systems, is mostly purchased through this vendor. Vendor pricing is from the cooperative purchasing bid for Missouri law enforcement agencies.

Alternatives: Not use cooperative bid pricing. Purchase at higher, non-contract pricing.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount: \$19,000.00
Account Number(s): 101-32-100-52200
Fund: General
Department: Police
Operating Supplies

During Fiscal Year 2016-2017, \$33,194.38 was spent on this item.

Additional Reports Attached: Front page of cooperative bid contract # CC171389003

If you would like a complete copy of the cooperative bid, it is available in the City Clerk's Office.

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS OFF THE STATE OF MISSOURI LAW ENFORCEMENT AGENCY COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$19,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the Police Department utilizes a variety of ammunition for training and duty use; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the State of Missouri has competitively bid (Contract No. CC171389003) certain Police Department equipment and supplies utilized by the City of Raytown and has determined that Gulf States Distributors to be the most competitive bid; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of ammunition from Gulf States Distributors in an amount not to exceed \$19,000.00 for fiscal year 2017-2018 off the State of Missouri Cooperative Purchase Contract;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the purchase of ammunition from Gulf States Distributors off the State of Missouri Law Enforcement Agency Cooperative Purchase Contract (No. CC171389003) in an amount not to exceed \$19,000.00 but within budgeted amounts for fiscal year 2017-2018, is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

**State Of Missouri
Ammunition Pricing
Includes items on State
Contract CC171389003
Good Thru August 8, 2018**



**GULF STATES
DISTRIBUTORS**



Gulf States Distributors, Inc.

Distributors of Federal Cartridge, Speer, Hornady and PMC LE Ammunition

6000 E. Shirley Lane, Montgomery, AL 36117

p: 800.223.7869

f: 334.279.9267

website: www.gulfstatesdist.com

email: sales@gulfstatesdist.com

**CITY OF RAYTOWN
Request for Board Action**

Date: November 29, 2017
To: Mayor and Board of Aldermen
From: Captain Michelle Rogers

Resolution No.: R-3046-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: Approval of the maintenance contract with Motorola for the City of Raytown's Radio system in excess of \$15,000.00.

Recommendation: Accept the agreement to allow Motorola to provide maintenance for the City's radio system.

Analysis: The Police Department utilizes the Motorola radio system during its normal course of duties. To ensure the life span of the equipment having the manufacturer perform the maintenance will make certain the equipment has the best service available. Proper maintenance is necessary to extend the usable life of the radios. This is a recurring yearly contract between Motorola and the City of Raytown to provide maintenance and infrastructure repairs to the radio system in case of failure.

Motorola is the designer of the system, has the authority to work on our radios and is the only supplier of the parts to maintain the system. Because of these factors, Motorola is the only source that can perform the work necessary to maintain and keep our radio system functioning.

Alternatives: Not renew the contract and risk failure to our radio system.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount:	\$30,984.00
Fund:	General
Department:	Police
Account:	101-32-00-100-52300

During Fiscal Year 2016-2017, \$29,584.00 was spent on this item.

Additional Reports Attached: Motorola Services Agreement and Sole Source Letter

A RESOLUTION AUTHORIZING AND APPROVING A MAINTENANCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$30,984.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown utilizes Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for radio equipment; and

WHEREAS, the City of Raytown in adoption of its purchasing policy has required Board of Aldermen approval for purchases in which the cumulative value with a single vendor exceeds \$15,000.00 during the fiscal year; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole source vendors without competitive bid; and

WHEREAS, the cost of the utilization of Motorola Solutions, Inc. is anticipated to exceed \$15,000.00 in fiscal year 2017-2018; therefore, Board of Aldermen approval is required; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve a maintenance contract with Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for fiscal year 2017-2018 in an amount not to exceed \$30,984.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the maintenance contract with Motorola Solutions, Inc. as a sole source vendor for maintenance and purchasing of parts and supplies in an amount not to exceed \$30,984.00 for fiscal year 2017-2018 is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000005498
 Contract Modifier:

Date: 15-MAY-2017

Company Name: Raytown, City Of
Attn: James Brafford
Billing Address: 10000 E 59th St
City, Province, Postal Code: Raytown,MO,64133
Customer Contact:
Phone:

Required P.O.: N/A
 Customer #: 1000437823
 Bill to Tag#: 0001
 Contract Start date: 01-NOV-2017
 Contract End date: 31-OCT-2018
 Anniversary Day: Oct 31st
 Payment Cycle: Advance Invoice
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC04SVC0169A LSV01S00533A	***** Recurring Services ***** SYSTEM UPGRADE AGREEMENT II ASTRO ADVANCE + SM – INCLUDES: NETWORK MONITORING, DISPATCH, ONSITE INFRASTRUCTURE RESPONSE, SECURITY UPDATE SERVICE, NETWORK SECURITY MONITORING, TECHNICAL SUPPORT, REMOTE PATCH MANAGEMENT		
Sub Total				
Taxes			0.00	0.00
Grand Total			2,582.00	30,984.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			TAXES MAY APPLY AS PER THE JURISDICTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Raytown, City Of
Contract Number : USC000005498
Contract Modifier :
Contract Start Date: 01-NOV-2017
Contract End Date : 31-OCT-2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY

COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and

effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



MOTOROLA

November 15, 2017

Mr. James Brafford
City of Raytown Missouri Police Department
10000 E. 59th Street
Raytown, Mo 64133

This letter is to inform you that Motorola Inc. should be considered the sole source provider for the service contract covering City of Raytown's radio communications System. Since many of the components of your Motorola Communications System and equipment are patented and proprietary to Motorola, we are prevented from offering full access to other than Motorola Authorized Service Providers. Commenco Inc., is authorized by Motorola, has the trained personnel and the necessary facilities to respond to your service requirements 24 hours a day, 7 days a week.

Motorola provides technical training to Motorola authorized service providers. This is offered as a method of assuring that our customers have access to qualified technical resources. This is an investment by Motorola and ensures the systems we provide are maintained with qualified technical staff. It also enables us to make certain that proper test equipment and procedures are followed.

Motorola has listened to our customers and have established a methodology to continuously assess the Motorola authorized service community. Our customers expect a qualified authorized service provider capability. We have an extensive assessment process, continually updated, for those designated as Authorized Service Providers.

Motorola does not provide training to organizations that are not authorized by Motorola. We are not a public or institutional training facility. Motorola has no control over work done by service providers not authorized, assessed or trained by Motorola. We do not offer technical training to anyone who is not a direct employee of the end user customer or one of our Authorized Motorola Service Stations.

Contracting directly with Motorola will assure the City of Raytown Motorola Communications System and equipment will continue to operate properly today and in the future.

Regards,

Kevin Whittaker
Customer Support Manager
Motorola Solutions Inc.

**CITY OF RAYTOWN
Request for Board Action**

Date: November 29, 2017
To: Mayor and Board of Aldermen
From: Captain Michelle Rogers

Resolution No.: R-3047-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approve spending with a single vendor in excess of \$15,000.00 per City purchasing policy.

Recommendation: Approve the Resolution

Analysis: Harris Computer-Global Software is our Records Management System and Computer Aided Dispatch system vendor. These systems were installed in 2005 and at the time of implementation included 5 years of support. That plan expired in 2010. The support plan is now an annual expense.

This support plan is critical to the Department's function as these systems directly affect how we respond to calls and investigate crimes.

Alternatives: Discontinue support plan and purchase updates individually. Purchase support as needed during Fiscal year 2017-2018.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount: \$47,384.00
Fund: General
Department: Police
Professional Services
Account Number: 101-32-00-100-53644

During Fiscal Year 2016-2017, \$45,134.00 was spent on this item.

Additional Reports Attached: Harris Computer-Global Software Quote & Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN ANNUAL MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND HARRIS COMPUTER-GLOBAL SOFTWARE IN AN AMOUNT NOT TO EXCEED \$47,384.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown utilizes records management and computer-aided dispatch systems; and

WHEREAS, maintenance of such systems is necessary for response to calls and investigation of crimes; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the City of Raytown to enter into a Maintenance Agreement with Harris Computer-Global Software, attached hereto as Exhibit "A", for maintenance of its records management and computer-aided dispatch system in amount not to exceed \$47,384.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Maintenance Agreement by and between the City of Raytown and Harris Computer-Global Software, attached hereto as Exhibit "A", for maintenance of its records management and computer-aided dispatch system in an amount not to exceed \$47,384.00 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or his designee is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of December, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Global Software

A division of N. Harris Computer Corporation

825 N. Broadway Ave, Ste 400, Oklahoma City, OK 73102
 Phone 405.810.8008 Fax 405.810.8018
www.globalsoftwarecorp.com

TO Raytown Police Dept.
 10000 East 59th Street

Raytown, MO 64133

QUOTE # QT-«CUST_»
 DATE: 4/12/17

Below is a *QUOTE* to renew the Annual Maintenance/Support for Global Software. This covers the maintenance period of Feb 1st, 2018 thru Jan 31st, 2019.

Global Software Support	
Global Dispatch	\$ 13,293.00
911 Interface	\$ 664.00
Fax Interface	\$ 3,985.00
State/NCIC	\$ 1,403.00
CommSys	\$ 1,157.00
Global Records	\$ 13,293.00
State Accident Report	\$ 1,332.00
IBR Interface	\$ 1,332.00
Court Management	\$ 1,332.00
mReach Server	\$ 1,332.00
mReach Client	\$ 3,985.00
mReach Mapping	\$ 981.00
mTrak Client	\$ 981.00
LETS Interface	\$ 1,157.00
LiveScan Interface	\$ 1,157.00
Subtotal	\$ 47,384.00

Terms: **This is not an invoice.** This is a *quote*. An invoice will automatically generate in December 2017 unless previous arrangements or contact is made.

It has been our pleasure working with you and we look forward to continuing our business relationship. Please let me know if you have any questions or if you need any additional information.

Thank you for your business,



Kim Bays
 Harris Computers
 Finance
 Tel: 613-226-5511, ext 2017
 Fax: 405-810-8018
kbays@harriscomputer.com



Annual Maintenance Terms

GLOBAL SOFTWARE and SLEUTH SYSTEMS, also operating as CALIBER PUBLIC SAFETY, will provide the CUSTOMER maintenance services for the Software licensed through GLOBAL SOFTWARE. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via GLOBAL SOFTWARE'S Customer Support Center. GLOBAL SOFTWARE will provide the CUSTOMER said maintenance under the following agreed upon terms and conditions:

- The CUSTOMER agrees to subscribe to Annual Maintenance for a period of **one (1) year** on a fee basis. **The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to GLOBAL SOFTWARE.**
- In the event such notice is not timely received, GLOBAL SOFTWARE will automatically extend the Annual Maintenance for another one (1) year period.
- At the time of renewal, GLOBAL SOFTWARE reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

A. Annual Maintenance shall consist of and be provided under the following additional agreed upon terms and conditions:

1. Software

- a. **SERVICE HOURS:** GLOBAL SOFTWARE shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues.**
- b. **ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, GLOBAL SOFTWARE shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by GLOBAL SOFTWARE and the CUSTOMER, provided, that

the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site support service shall include GLOBAL SOFTWARE'S personnel time calculated at GLOBAL SOFTWARE'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with the provision of any on-site support service.

- c. **SOFTWARE UPDATES:** GLOBAL SOFTWARE shall make software updates, defined by GLOBAL SOFTWARE and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Agreement; GLOBAL SOFTWARE will deliver and install all updates and incremental releases. In GLOBAL SOFTWARE'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Agreement. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.
- d. **ERROR RESOLUTION:** GLOBAL SOFTWARE shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, GLOBAL SOFTWARE shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by GLOBAL SOFTWARE or should GLOBAL SOFTWARE ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to GLOBAL SOFTWARE, the CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time, plus reimbursement for reasonable

Annual Maintenance Terms (Cont'd)

travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with such service. It is agreed that GLOBAL SOFTWARE will be the ultimate authority in determining the existence of any error.

- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

2. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. GLOBAL does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. GLOBAL highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
- b. Network Management
 - i. Virus protection
 - ii. Switches and Routers
 - iii. Internet access
- c. Operating System – Applying appropriate updates to the operating system and security patches.
- d. Server and Workstation Migration - Restoration and reinstallation of GLOBAL SOFTWARE databases and programs to a new or repaired server or workstation.

B. In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, GLOBAL SOFTWARE shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as GLOBAL SOFTWARE shall then be charging and on such terms and conditions as GLOBAL SOFTWARE shall then be imposing.

C. CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to GLOBAL

SOFTWARE, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide unlimited high-speed remote access via secure VPN to GLOBAL SOFTWARE for maintenance. If high-speed remote access is not provided by CUSTOMER, GLOBAL SOFTWARE may charge CUSTOMER a fee of \$3,000 per year. The server shall be dedicated to GLOBAL SOFTWARE applications and other compatible applications as defined by GLOBAL SOFTWARE including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by GLOBAL SOFTWARE to reside on any server containing GLOBAL SOFTWARE applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to GLOBAL SOFTWARE, the CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with such service.

D. In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting GLOBAL SOFTWARE for support. Should GLOBAL SOFTWARE determine as part of any Support call that hardware or network, and not GLOBAL SOFTWARE, is responsible for the issue, CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time.



CITY ADMINISTRATOR'S OFFICE

10000 EAST 59TH STREET

RAYTOWN, MISSOURI 64133-3993

PHONE: 816-737-6003 - FAX: 816-737-6097

E-MAIL: TOMC@RAYTOWN.MO.US

**Ad Hoc Committee to Review Revenue Enhancement
November 15, 2017
6:30 PM
Meeting Minutes**

Members Present: Mayor McDonough, Tom Cole, Briana Burrichter, Jason Greene, Ryan Myers, Jason Hull, Steve Knabe, Terry Tuggle.

Members Absent: Tommy Bettis

Mayor McDonough opened the meeting and thanked all participants for their willingness to serve on the committee. He provided a brief background of the matter and the critical nature of increasing revenue for the City of Raytown as the property tax levy has not been increased for four decades.

Without objection, Mayor McDonough shall be the Chairman and Tom Cole shall be the Secretary of the committee.

Tom Cole provided some insight into the City's current financial position relative to projected revenue for FY2017-18 and shared that all City Departments are working on limited/reduced budgets. Aside from obvious and highly publicized needs of the Police Department, it was mentioned that Public Works and EMS are also working against significant obstacles while operating on extremely limited resources.

Tom Cole discussed a number of items to be addressed by this committee over the next several weeks including:

- **Timing:** April or November Ballot Issues
 - The consensus appeared to navigate toward April 2018 as the budget process remains a key topic in the City and many are passionate about a resolution.
 - If the goal is April, all work, reporting, assessments, recommendations, ballot language, etc must be submitted to and approved by the Board of Aldermen no later than Tuesday January 16, 2018 with a formal certification to Jackson County by January 23, 2018.

- **Specific Deliverables**
 - Any ballot issue must provide identifiable and measurable deliverables that every taxpayer can visibly recognize.
 - Includes PD, PW, EMS, etc items.
 - In other words, any approved increase must be ear-marked for specific items, not simply "additional revenue."
 - Tom Cole is working with Department Heads to establish a list of potential deliverables that will enhance the City's ability to provide those services our citizens strongly desire.

- **Property Taxes**

- Tom Cole provided a large packet of tax information demonstrating the City of Raytown's current Property Tax Levy in comparison to surrounding Jackson County Communities. The City's current levy is roughly \$0.34 per \$100 of assessed valuation.
 - While other taxing jurisdictions have increased levies to keep up with inflation and operational needs, the City of Raytown has not for many years.
 - State law allows the City to increase the levy up to \$1.00 per \$100 of assessed valuation without a sunset on the increase by a 2/3 affirmative vote of the public.
 - State law also allows the City to utilize a separate ballot question to increase the levy an additional \$0.30 per \$100 of assessed valuation, however, this measure requires voters to affirm/deny the continuance of the increase every four years.
 - Cumulatively, the City has the authority to ask voters for a total property tax levy of \$1.30 per \$100 of assessed valuation.
 - The consensus of the group appears to favor taking both issues to the voters to maximize property tax revenues in an effort to minimizing the duration of the current financial position.
- **Tobacco Tax**
 - This item was addressed simply to identify the City's investigation of a number of potential options. Despite the City hosting one of the lowest municipal tobacco taxes, State Law prohibits municipalities from increasing tobacco taxes beyond the established municipal taxes set in October 1993.
- **Motor Vehicle Fuel Tax**
 - Initial research suggests that very few Missouri municipalities have enacted a local fuel tax, however, the cities of Peculiar (\$0.01/gallon) and Charleston (\$0.02/gallon on diesel fuel only) have done so in recent years.
 - State law allows municipalities to enact a Motor Vehicle Fuel Tax assessed to "filling stations" for diesel, gasoline and blended fuels. It does not appear such tax is required to host a sunset provision as neither of the two communities included such language in the ballot question.
 - Uses of Fuel Tax Funds are limited to the ***"construction, reconstruction, maintenance, repair, policing, signing, lighting and cleaning of roads and streets within the city and payment/interest on indebtedness incurred for those purposes."***

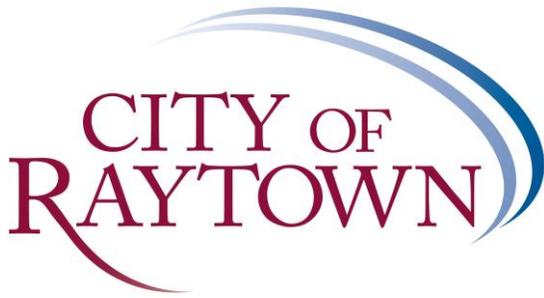
The committee had a very productive first meeting!

NEXT MEETING:
Monday November 27, 2017
6PM at City Hall

Tom Cole will be providing the following items at the next meeting:

- A working list of Department Deliverables/Needs to be considered for the potential increases
- An estimate of fuel consumption in Raytown
- A matrix identifying the impact to property owners based on the valuation of homes spanning a broad range of values to demonstrate the monthly/annual increase in cost
- Legal Counsel may be in attendance to provide direction and/or answer questions

On behalf of the Mayor, thank you ALL for your participation and commitment to this vital issue.



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Ad Hoc Committee to Review Revenue Enhancement

November 27, 2017

6:00 PM

MEETING MINUTES

Members Present: Mayor McDonough, Tom Cole, Ryan Myers, Jason Hull, Steve Knabe, Terry Tuggle
Members Absent: Jason Greene, Briana Burrichter, Tommy Bettis

The Mayor thanked all attendees and began by a brief recap of the previous meeting and the proposed taxing levels the committee is seemingly comfortable with at this point. That includes an increase from the current levy of \$0.34/per \$100 of assessed valuation to \$1.00/per \$100 of assessed valuation and an additional boost of \$0.30/per \$100 valuation for a four-year period requiring voter renewal.

The committee reviewed and explored an interactive property tax tool created by Ryan Myers demonstrating the current and proposed tax impact on any home/business of any value. This is an incredibly helpful tool in our analysis and will be impactful as we proceed.

A discussion ensued regarding the potential for devaluing commercial properties as an unwanted side effect of a tax increase. As such, the question of whether or not a residential/commercial varied increase was possible.

Tom Cole will research the above question for the next meeting.

The committee discussed a potential Motor Vehicle Fuel Tax and Tom Cole said he was researching the issue with MO Dept. of Revenue to identify the amount of fuel sold in Raytown to establish a baseline for anticipated revenue from such a tax.

Ryan Myers who happen to work in the appraisal business, happened to have immediate access to demographics that provided an estimate of \$27.5 million of fuel sold in Raytown at 17 fueling stations. Based on this estimate, a one-cent/gallon fuel tax would generate \$122,222 and a two-cent/gallon fuel tax would generate \$244,444 assuming a market rate of fuel at \$2.25/gallon.

The committee proceeded to discuss a potential Use Tax designed to capture internet sales tax. While a Federal mandate has not been established for online retailers to pay sales taxes, many communities like Kansas City, Grandview and Raymore have preemptively passed such a tax. Blue Springs is planning on having the issue on its April 2018 ballot.

Tom Cole will research this item and speak with other communities. An update will be given at the next meeting.

A preliminary discussion was held regarding specific needs of those City Departments with the greatest perceived need for the foreseeable future. Police, Public Works and EMS were asked to provide a list of items they believe will be of the largest impact.

While the lists provided are insightful, all parties need to establish a larger vision toward items and initiatives that will truly impact the community. An honest assessment of how the community can tangibly benefit and evolve with new technologies, programs, service levels, etc. Ideally, these will be items the community can see, feel, experience and host pride in knowing they exist.

The initial list is below and we will have the Department Heads at the next meeting to discuss.

Deliverables: Tax Increase Uses

- Police - \$1,944,000
 - IT Services (\$110,000)
 - Replace Detention (jail) Staff (\$379,000)
 - Replace Officers and Police Academy Recruitment (\$361,000 & \$30,000)
 - Transcription Service (\$11,000)
 - Replace Training (\$53,000)
 - Increased County Detention Expenses (\$40,000)
 - KCPD Crime Lab & Testing (\$30,000)
 - In-Car Computer Software (\$40,000)
 - Office Supplies (\$10,000)
 - Uniforms (\$15,000)
 - MIFI's/Cellphones (\$10,000)
 - Annual Report Development (\$1600)
 - Annual Report Printing (\$1200)
 - Public Information Officer Technology (\$1900)
 - Replace Patrol Equipment (\$2300)
 - Replace Fleet Vehicles – 1 Marked Patrol Vehicle, 1 Unmarked Command Vehicle, 1 Unmarked Police Utility (\$98,000)
 - Upgrade Records Management System and Computer Aided Dispatch (\$750,000)

- Public Works - In Process, but will likely include...
 - Increased annual overlay project
 - Additional Sidewalks
 - Curb/Gutter Construction/Replacement
 - Extension of Railroad Street to 67th Street
 - Stormwater Improvements

- EMS - \$243,500
 - Decompress Pay Scale (\$50,000)
 - Office Manager Responsibility Boost (\$6,500)
 - Education Coordinator (\$55,000)
 - Two Additional Shift-Leaders (\$110,000)
 - Additional Pay and Benefits for Supervisors (\$22,000)

The group concluded with a brief conversation regarding marketing strategies.

Next Meeting Date and Items to Discuss

TUESDAY DECEMBER 12, 2017

6PM CITY HALL

Items to Discuss:

- **A Variable Tax Approach**
- **Department Head Discussion on Deliverables/Needs**
- **Use Tax Info from Communities that have pursued one**
- **Fuel Tax Projections**
- **Legal Counsel: Ballot Issue Process**